

REMARKS

Claims 1-21 are pending in the application.

Claims 1-21 are rejected.

Claims 1-21 are amended.

Reconsideration and allowance of all pending claims is respectfully requested in view of the following:

Explanation for Amendments to the Claims

Claims 1-21 have been amended to further clarify the claims. These amendments notwithstanding, it is Applicants' explicit intent that the amended claims retain the full scope and breadth of the original, unamended claims including all equivalents thereto. Applicants respectfully submit that these amendments should in no way be interpreted as narrowing the scope or breadth of said claims, and that nothing herein should be interpreted to the contrary.

New Grounds of Rejection - 35 U.S.C. §101

The Examiner's Answer mailed December 10, 2008 contains a new ground of rejection for claims 1-21. In this new rejection, claims 1-21 are rejected under 35 U.S.C. 101. According to the paragraph titled "(1) Reopen Prosecution" on page 14 of the Examiner's Amendment, prosecution of the present application may be reopened before the primary examiner by filing a response under 37 C.F.R. 1.111. A response should be entered and considered by reopening prosecuting and withdrawing the appeal. As such, this amendment and response is presented for consideration.

Claim Rejections - 35 U.S.C. §101

Claims 1-21 are rejected under 35 U.S.C. 101.

As amended, claims 1-21 each relate to an apparatus. As such, it is submitted that each of these claims is in accordance with statutory subject matter under 35 U.S.C. 101. See *In re Beauregard*, 35 USPQ2d 1383, 53 F3d 1583 (Fed.Cir. 1995). See also MPEP 2106.01 (I). Accordingly, withdrawal of this rejection is respectfully requested.

Responses to Rejections to Claims – 35 U.S.C. §103

Claims 1-6, 14 16 and 18-19 are rejected under 35 U.S.C. 103(a) as being unpatentable over Jinks et al (U.S. Patent Application Publication No. 2002/0055862) (Jinks hereinafter) in

view of Ogawa et al (U.S. Patent Application Publication No. 2001/0023404) (Ogawa hereinafter). Claims 7-13, 15, 17 and 20-21 are rejected under 35 U.S.C. 103(a) as being unpatentable over Jinks in view of Ogawa and further in view of ChoicePoint, 2002-01-04, [online], Retrieved from web.archive.org using the Internet <URL: <http://web.archive.org/web/20020124085629/http://www.choicepoint.net/>> (ChoicePoint hereinafter). Applicants respectfully submit that these rejections are not applicable to the pending claims.

As previously presented, these rejections are not applicable to the pending claims because the rejection lacks a *prima facie* case of obviousness. Specifically, there is no support for an obviousness rejection of the claimed subject matter as a whole because **Jinks, Ogawa and ChoicePoint fail to disclose each element of the claims or to suggest the missing elements**. Therefore, withdrawal of the rejection and a notice of allowance of all pending claims is respectfully requested.

INDEPENDENT CLAIMS 1, 14, AND 18

In the Final Office Action dated January 9, 2008, the Office Action asserted with respect to independent claims 1, 14, and 18 that "[o]ne of ordinary skill in the art at the time the invention was made would have found it obvious to combine Jinks, and Ogawa's teachings with the motivation of providing premium estimates from a plurality of insurance providers based on inputting conditions which affect the premium calculation." (Pages 3, 5, and 7, Office Action mailed January 9, 2008). The Office Action further asserted, with respect to independent claim 14, that Ogawa teaches "processing the insurance information in accordance with the respective underwriting rules to determine whether a premium quotation may be issued for each of the two or more insurance carriers." (Page 5, Office Action mailed January 9, 2008).

However, neither Jinks, Ogawa, Choicepoint, nor any combination thereof, support a *prima facie* case of obviousness. To establish a *prima facie* case of obviousness, three basic criteria must be met. First, there must be some suggestion or motivation, either in the references themselves or in the knowledge generally available to one of ordinary skill in the art, to modify the reference or to combine reference teachings. Second, there must be a reasonable expectation of success. Third, the prior art reference (or references when combined) must teach or suggest all the claim limitations. (MPEP §2143).

With respect to the third criteria, the Applicants respectfully submit that the references fail to teach "establishing a rate quote for a property insurance policy of a single insurance

company for the applicant based on the tier placement of the applicant, wherein the tier placement results in one of a preferred rate quote, a standard rate quote, and a non-standard rate quote" as recited by independent claims 1 and 14. Applicants also respectfully submit that the references fail to teach "establishing a rate quote for a property insurance policy of a single membership organization for the applicant based on the tier placement of the applicant, wherein the tier placement results in one of a preferred rate quote, a standard rate quote, and a non-standard rate quote" as recited by independent claim 18.

The Examiner looks to Ogawa to teach providing premium estimates from a plurality of insurance providers. The only reference found in Ogawa relating to "a single insurance company" is found in paragraph 5, where, along with paragraph 6, Ogawa teaches away from reviewing insurance premiums of a single insurance company on that company's web site. In this sense, Ogawa teaches that by having a lack of "compare commodities of various companies, it is necessary to individually access the web site of each company." (See Ogawa paragraph 6). Also, Ogawa teaches a single rate quote from each of the multiple insurance vendors and NOT a preferred rate quote, a standard rate quote, and a non-standard rate quote from a single insurance company. Thus, it is submitted that Ogawa teaches that an insurance broker gathers the established rates for multiple insurance companies and then the broker provides the rates to the customer or potential customer.

To the contrary, the pending claims relate to one insurance company establishing property insurance rates for direct communication to one customer or potential customer and then providing the established rate to the customer or potential customer.

The Jinks reference relates to "[a] system and method for interactively evaluating a commercial insurance risk in an interactive insurance server. Underwriting information comprising at least one underwriting rule corresponding to one or more classes of commercial insurance is received for a plurality of carriers at the interactive insurance server. . . . The interactive insurance server retrieves at least one underwriting rule corresponding to the commercial insurance class for each of two or more insurance carriers and processes the insurance information in accordance with the respective underwriting rules to determine whether a premium quotation may be issued for each of the two or more insurance carriers." (See Jinks Abstract).

Thus, it is clear that both Ogawa and Jinks relate to providing premium estimates from a plurality of insurance providers.

Conversely, claims 1, and 14 each recite, among other things, establishing "a rate quote for a property insurance policy of a single insurance company for the applicant based on the tier placement of the applicant, wherein the tier placement results in one of a preferred rate quote, a standard rate quote, and a non-standard rate quote" and claim 18 recites, among other things, establishing "a rate quote for a property insurance policy of a single membership organization for the applicant based on the tier placement of the applicant, wherein the tier placement results in one of a preferred rate quote, a standard rate quote, and a non-standard rate quote." The Applicants again respectfully submit that the claims are not directed to providing premium estimates from a plurality of insurance providers based on inputting conditions which affect the premium calculation, as is taught by Ogawa and Jinks.

Additionally, Jinks inquires about prior claims and if they were over an amount. See Jinks Fig. 6a.

Conversely, the pending claims inquire about a previous paid loss history. The rejection improperly assumes that a claim is always paid. It is submitted that just because a claim is made, the claim may not always be paid, as the Examiner has improperly assumed.

Furthermore, the Examiner has stated on pages 11 and 12 of the Final Office Action mailed January 9, 2008 that "[i]t is readily apparent that Ogawa suggests 'establishing a rate quote for a property insurance policy of a single insurance company' (See Ogawa, page 1, paragraph 5)" and that "[i]t is readily apparent that Jinks suggests 'establishing a rate quote for a property insurance policy of a single membership organization', (See Jinks, page 1, paragraph 2)." However, these remarks are respectfully traversed.

As discussed above, the present pending claims relate to providing an insurance rate quote coming from "a single insurance company" and from "a single membership organization." Conversely, the cited sections of both Ogawa and Jinks teach creating an insurance quote by combining insurance quotes from MULTIPLE insurance companies, not a single insurance company, into a single quote for the customer.

For example, the title of Ogawa is "TECHNIQUE FOR GENERATING INSURANCE PREMIUM QUOTES BY **MULTIPLE INSURANCE VENDORS** IN RESPONSE TO A SINGLE USER REQUEST." Emphasis added. In addition, paragraphs [0006] and [0007] of Jinks respectively state "[t]he present invention, as described herein, comprises methods and systems for implementing an interactive insurance system that enables an agent to evaluate a commercial insurance risk based on underwriting information for **a plurality of carriers**" and "[a]ccording to an alternate embodiment of the present invention, a system is provided for

interactively evaluating a commercial insurance risk based on underwriting information for a **plurality of insurance carriers.**" Emphasis added.

Thus, it is clear that neither of these references teach establishing a rate quote for a property insurance policy of **a single insurance company or a single membership organization**, as recited in the pending claims and defined throughout the specification and figures for the pending application.

The deficiencies of Ogawa and Jinks, as discussed above, are not remedied by ChoicePoint, which is cited generally for determining an insurance credit score.

As discussed above, all limitations of independent claims 1, 14, and 18 are not described, taught, or suggested in the above citations, either independently or in combination. Thus, the citations cannot support a 35 U.S.C. §103 rejection for the same. Accordingly, in view of these remarks, reversal of the rejections and a notice of allowance for independent claims 1, 14, and 18 is respectfully requested.

With regard to the foregoing, the Applicants respectfully submit that independent claims 1, 14, and 18 are patentably defined over the citations of record. Further, the dependent claims 2-13, 15-17, and 19-21 should also be allowable for the same reasons as their respective base claims and further due to the additional features that they recite. Separate and individual consideration of the dependent claims is respectfully requested.

The Office Action contains characterizations of the claims and the related art to which the Applicant does not necessarily agree. Unless expressly noted otherwise, Applicants decline to subscribe to any statement or characterization in the Office Action.

The amended claims are supported by the original application. The amended claims are amended herein in order to expeditiously advance prosecution of this application. The amendments do not necessarily provide an indication that Applicants agree with any conclusions set forth in the rejection regarding patentability of the claims including that a prima facie rejection is established by the references.

The Examiner is invited to call the undersigned at the below-listed telephone number if a telephone conference would expedite or aid the prosecution and examination of this application.

Respectfully submitted,



Bart A. Fisher

Registration No. 55,181

Dated: 2-10-09
Haynes and Boone, LLP
IP Section
2323 Victory Avenue, Suite 700
Dallas, Texas 75219
Telephone: 512.867.8458
Facsimile: 214.200.0853
ipdocketing@haynesboone.com

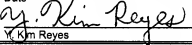
CERTIFICATE OF TRANSMISSION

I hereby certify that this correspondence is being transmitted to the United States Patent and Trademark Office, via EFS-Web, on the date indicated below:

on

February 10, 2009

Date



Y. Kim Reyes